

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arena Football League, LLC	FORMERLY Arena Football One, LLC	02/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Arena Football League LLC		
Street Address:	5322 Point Lane East		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33458		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	88250558	A	
Registration Number:	1855376	AFL	
Registration Number:	2854605	AFL	
Registration Number:	3954765	AFL	
Registration Number:	5849448	AFL	
Registration Number:	4225800	AFL ALUMNI	
Registration Number:	2783006	AFL ARENA FOOTBALL LEAGUE	
Registration Number:	2948918	AFL ARENA FOOTBALL LEAGUE	
Registration Number:	2842133	ARENACUP	
Registration Number:	2842045	ARENA FOOTBALL	
Registration Number:	6156148	ARENA FOOTBALL	
Registration Number:	2865869	ARENA FOOTBALL	
Registration Number:	2875895		
Registration Number:	2824353	ARENA FOOTBALL 2	
Registration Number:	2829105	ARENA FOOTBALL LEAGUE	
Registration Number:	4143049	ARENA FOOTBALL ONE	
Serial Number:	88249926	AUSTIN WRANGLERS	
Registration Number:	4142269	C CLEVELAND GLADIATORS	
Registration Number:	2706181	CHICAGO RUSH	
TRADEMARK			

CH \$1040.00 88250558

Property Type	Number	Word Mark
Serial Number:	88250003	GEORGIA FORCE
Serial Number:	88250015	GRAND RAPIDS RAMPAGE
Registration Number:	5084840	LAS VEGAS OUTLAWS
Serial Number:	88250028	LAS VEGAS STING
Serial Number:	88250214	LOS ANGELES AVENGERS
Registration Number:	2870070	NEW ORLEANS VODOO
Registration Number:	2977230	NEW ORLEANS VODOO
Registration Number:	2920531	NEW ORLEANS VODOO DOLLS
Registration Number:	3335645	PHILADELPHIA SOUL
Registration Number:	3335646	PHILADELPHIA SOUL
Registration Number:	3335647	PHILADELPHIA SOUL
Registration Number:	3352794	PHILADELPHIA SOUL
Registration Number:	3362796	
Registration Number:	3398869	
Registration Number:	3398870	
Registration Number:	3398871	
Registration Number:	3402219	
Registration Number:	3352802	PHILLY SOUL
Registration Number:	4143405	PITTSBURGH POWER
Registration Number:	2247499	THE BRAWL INSIDE THE WALL
Serial Number:	88250223	UTAH BLAZE
Registration Number:	2870174	NEW ORLEANS VODOO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3127553188
Email: cniro@agdglaw.com
Correspondent Name: Christopher W. Niro
Address Line 1: 330 N. Wabash Ave.
Address Line 2: Suite 1700
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	103486.000100
NAME OF SUBMITTER:	Christopher W. Niro
SIGNATURE:	/Christopher W. Niro/
DATE SIGNED:	03/23/2021

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY (TRADEMARK) ASSETS

WHEREAS, Don A. Beskrone, not individually but solely in his capacity as Chapter 7 trustee for the bankruptcy estates of ARENA FOOTBALL LEAGUE, LLC (the "AFL Debtor") and ARENA FOOTBALL ONE, LLC (the "AF One Debtor," and together with the AFL Debtor, the "Debtors") (hereafter, the Chapter 7 Trustee shall be referred to as the "Assignor"), having been authorized by an order (the "Sale Order") of the United States Bankruptcy Court for the District of Delaware [see Dkt. No. 57, filed on 5/21/20 in Case No. 19-12541 (JTD)] to sell at auction (the "Asset Auction Sale") all of the Debtors' right, title, and interest in certain tangible and intangible assets, with all such sale(s) to be on an "As Is, Where Is" basis, with all faults and without representations or warranties of any kind; and

WHEREAS, the Asset Auction Sale was conducted on June 23, 2020, by Assignor's Court-appointed auctioneer;

WHEREAS, at the Asset Auction Sale, participating bidder John Fry (hereafter, "Mr. Fry") became the winning bidder for purchase of certain intellectual property assets included in the Asset Auction Sale as Lots 2 and 3A, respectively (hereafter, the "I.P. Assets"); and

WHEREAS, subsequent to the Asset Auction Sale and Mr. Fry's purchase of the I.P. Assets, the Assignor has been informed that Mr. Fry has formed a Florida limited liability company, Arena Football League LLC (the "Assignee"), to accept an assignment of the I.P. Assets;

WHEREAS, upon information and belief the Debtors have claimed certain right, title and interest in and to the trademarks, trademark registrations, and other items set forth on the attached Schedule A, which contents upon information and belief correspond to the I.P. Assets included as Lots 2 and 3A and purchased by Mr. Fry at the Asset Auction Sale;

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration paid in full by Mr. Fry following conclusion of the Asset Auction Sale, the parties agree as follows:

1. On an "As Is, Where Is" basis, with all faults and with no representations or warranties of any kind made by Assignor, Assignor hereby confirms he has sold, conveyed, assigned, and transferred to, and does hereby assign to Assignee all of the respective Debtors' rights, title and interests in, to and under the I.P. Assets included as part of the Lot 2 and Lot 3A assets and identified on the attached Schedule A, together with all rights and privileges granted and secured thereby, including the goodwill associated with the I.P. Assets, these assets, rights and privileges to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Debtors and/or Assignor if the Asset Auction Sale and this related Assignment of Intellectual Property (Trademark) Assets (hereafter, the "Assignment") had not occurred.

2. The terms of this Assignment shall be binding upon and shall inure to the benefit of Assignee and Assignor, and their respective heirs, successors, assigns, and other legal representatives.

3. Assignor hereby confirms the Debtors' respective bankruptcy estates are bound by the terms of the Sale Order with respect to the sale, assignment, and transfer of the I.P. Assets included as Lots 2 and 3A in the Asset Auction Sale.

4. Assignor and Assignee request that the appropriate trademark or other government offices record this Assignment.

5. Assignee hereby represents it will record this Assignment with the appropriate Trademark or other government offices, at its sole cost and expense. For the avoidance of doubt, Assignee agrees Assignor (i) shall have no duty or obligation relating to any recordation of this Assignment, (ii) shall have no duties or obligations in any subsequent matters or proceedings related to or in connection with this Assignment or recordation thereof and (iii) shall not incur any fees or expenses in connection with any of the foregoing items. Assignee agrees to defend, indemnify, and hold Assignor harmless from any fees, expenses, and liabilities incurred by Assignor in connection with any lawsuit, other legal proceeding, or legal dispute filed or pursued by Assignee or any third party that involves, arises out of, or relates to the I.P. Assets or the terms and provisions of this Assignment.

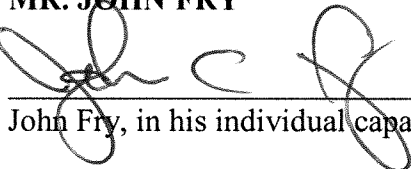
6. This Assignment does not (i) convey any assets or rights of Assignor, the Debtors, or the bankruptcy estates, other than those assets or rights required to be transferred to Assignee under the terms and provisions of the Sale Order and Asset Auction Sale, (ii) create any duties or obligations for Assignor in addition to any duties or obligations provided for under the terms and provisions of the Sale Order and Asset Auction Sale, or (iii) relieve Assignor of any obligations provided for under the terms and provisions of the Sale Order and Asset Auction Sale.

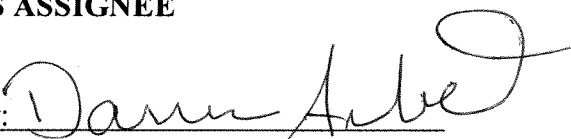
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of February 19, 2021.

Don A. Beskrone, not individually, but solely in his capacity as chapter 7 trustee for the bankruptcy estates of ARENA FOOTBALL LEAGUE, LLC and ARENA FOOTBALL ONE, LLC


By 
Don A. Beskrone, Chapter 7 Trustee

MR. JOHN FRY

John Fry, in his individual capacity

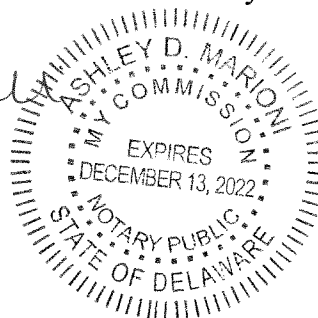
**ARENA FOOTBALL LEAGUE LLC,
AS ASSIGNEE**
By: 
Darren Arbet, its Manager

STATE OF Delaware
) SS:
COUNTY OF New Castle

On this 23rd day of February, 2021, before me appeared **Don A. Beskrone**, who, being by me duly sworn, did say that he is the Chapter 7 Trustee for chapter 7 debtors ARENA FOOTBALL LEAGUE, LLC, and ARENA FOOTBALL ONE, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY (TRADEMARK) ASSETS, and acknowledged to me that he signed and delivered the foregoing Assignment as a free and voluntary act and deed in his capacity as Chapter 7 Trustee.

Notary Public 

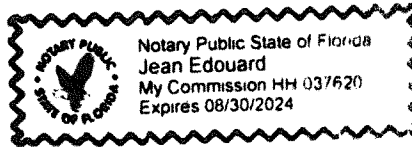
My commission expires 12/13/22



STATE OF Florida)
) SS:
COUNTY OF Broward)

On this 12 day of February, 2021, before me appeared **Mr. John Fry**, who, being by me duly sworn, did say he is the individual known as John Fry and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY (TRADEMARK) ASSETS, and who acknowledged to me that he signed and delivered the foregoing Assignment as a free and voluntary act and deed.

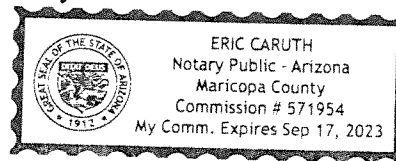
Notary Public Jean Edouard
My commission expires 08/30/2024



STATE OF Arizona)
) SS:
COUNTY OF Maricopa)

On this 27th day of February, 2021, before me appeared, Mr. Darren Arbet, in his capacity as Manager of **Assignee Arena Football League LLC**, who, being by me duly sworn, did say he is the Manager of Assignee and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY (TRADEMARK) ASSETS, and who acknowledged to me that he on behalf of Assignee signed and delivered the foregoing Assignment as a free and voluntary act and deed.

Notary Public [Signature]
My commission expires 09/17/23



SCHEDULE A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Ser. No./Reg. No.</u>	<u>App./Reg. Date</u>
"A" (and design)	88250558	1/04/19
AFL	1,855,376	9/20/94
AFL (and design)	2,854,605	6/15/04
AFL (and design)	3,954,765	5/03/11
AFL (and design)	5,849,448	9/03/19
AFL Alumni (and design)	4,225,800	10/16/12
AFL Arena Football League (and design)	2,783,006	11/11/03
AFL Arena Football League (and design)	2,948,918	5/10/05
Arena Cup	2,842,133	5/18/04
Arena Football	2,842,045	5/18/04
Arena Football	6,156,148	9/22/20
Arena Football (and design)	2,865,869	7/27/04
Arena Football 2	2,875,895	8/24/04
Arena Football 2 (and design)	2,824,353	3/23/04
Arena Football League	2,829,105	4/6/04
Arena Football One	4,143,049	5/15/12
Austin Wranglers	88249926	1/04/19
C Cleveland Gladiators (and design)	4,142,269	5/15/12
Chicago Rush (and design)	2,706,181	4/15/03
Georgia Force	88250003	1/04/19
Grand Rapids Rampage	88250015	1/04/19

<u>Trademark</u>	<u>Ser. No./Reg. No.</u>	<u>App./Reg. Date</u>
Las Vegas Outlaws	5,084,840	11/22/16
Las Vegas Sting	88250028	1/04/19
Los Angeles Avengers	88250214	1/04/19
New Orleans Voodoo	2,870,070	8/3/04
New Orleans Voodoo (and design)	2,870,174	8/3/04
New Orleans Voodoo (stylized)	2,977,230	7/26/05
New Orleans Voodoo Dolls (block letters)	2,920,531	1/25/05
Philadelphia Soul	3,335,645	11/13/07
Philadelphia Soul	3,335,646	11/13/07
Philadelphia Soul	3,335,647	11/13/07
Philadelphia Soul	3,352,794	12/11/07
Philadelphia Soul (design only)	3,362,796	1/1/08
Philadelphia Soul (design only)	3,398,869	3/18/08
Philadelphia Soul (design only)	3,398,870	3/18/08
Philadelphia Soul (design only)	3,398,871	3/18/08
Philadelphia Soul (design only)	3,402,219	3/25/08
PHILLY SOUL	3,352,802	12/11/07
Pittsburgh Power	4,143,405	5/15/12
The Brawl Inside The Wall	2,247,499	5/25/99
Utah Blaze	88250223	1/04/19